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Judge : Hon. Christopher M. Alston  
Chapter : 7

**Hearing Date : January 29, 2025**

**Hearing Time : 9:30 a.m.**

**Location : Everett**

**Response Deadline : January 22, 2025**

8 OF ATTORNEYS FOR CREDITOR  
9 WELLS FARGO BANK, N.A.  
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12 UNITED STATES BANKRUPTCY COURT  
13 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

14 In re:

15 Michael Lenning,

16 Debtor.

Case No. 24-12533-CMA

Chapter 7

**MOTION FOR RELIEF FROM  
AUTOMATIC STAY FOR WELLS FARGO  
BANK, N.A.**

17 **INTRODUCTION**

18 Debtor Michael Lenning and Ariel Lenning are guarantors of debt owed by their PLLC  
19 known as Novel Eyes, PLLC to Creditor Wells Fargo Bank, N.A. ("Wells Fargo"). Both Debtor  
20 Michael Lenning and Ariel Lenning have filed separate Chapter 7 bankruptcies in this district.  
21 Her case no. is 24-12451-CMA. This motion for relief is filed because, to the knowledge of  
22 Wells Fargo, Debtor or Ariel Lenning has possession of the collateral securing the Wells Fargo  
23 loan to Novel Eyes, PLCC, guaranteed by both the Lennings. In addition, both of the Lennings  
24 make reference to the business loan collateral in their bankruptcy filings.

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MOTION FOR RELIEF FOR WELLS FARGO BANK, N.A. - 1

KILMER, VOORHEES & LAURICK, P.C.  
A PROFESSIONAL CORPORATION  
2701 NW VAUGHN STREET, SUITE 780  
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**MOTION**

Wells Fargo hereby moves the Court for relief from the automatic stay associated with this bankruptcy on the following basis.

**1. Debt, Default, Description and Value of Collateral:**

a. Description of collateral: Wells Fargo has a first perfected security interest in the following items of Debtor's business known as Novel Eyes PLLC ("collateral"):

- (1) All Accounts, Chattel Paper, and other rights to payment of the borrower whether now owned or hereafter acquired;
- (2) All Inventory of the borrower whether now owned or hereafter acquired;
- (3) All Equipment of the borrower whether now owned or hereafter acquired;
- (4) All General Intangibles and Contract Rights of the borrower including without limitation all patient records and patient charts, whether now owned or hereafter acquired;
- (5) All of the above, together with all substitutions and replacements for and products of any of the foregoing personal property, together with all accessions, attachments, parts, and

b. Amount of debt: \$469,351.65 on or before September 27, 2024.

c. There is no equity in the collateral although Wells Fargo has not seen or inspected the collateral recently. Debtor Ariel Lenning has consented to relief.

Debtor also appears to estimate the value to be less than the debt owed.

**2. State Court Action:** Wells Fargo filed suit against Novel Eyes PLLC, Debtor and Ariel Lenning to recover the amount owed and the collateral in Superior Court, Snohomish County, Case No. 24-2-06325-31. That action is subject to the automatic stay at least as to Debtor and Ariel Lenning.

1    **3.      Relief from Stay Should be Granted Because:**

2    There is no equity and the collateral is not necessary for a successful reorganization. A valuation  
3    dated June 25, 2024, places the value of the collateral at \$193,500. Wells Fargo is also  
4    concerned that there may be a lack of insurance on the collateral. In addition,

5    **4.      Background:**

- 6            a.      Michael Lenning filed his bankruptcy on October 3, 2024, while Ariel Lenning  
7                      filed her bankruptcy on September 27, 2024.
- 8            b.      Wells Fargo has a lien on the collateral by virtue of its loan agreement, security  
9                      agreement and UCC Financing Statement, copies of which are attached hereto, as  
10                     Exhibits 1-4.

11   **5.      Relief Requested:**

- 12           a.      Wells Fargo requests relief from the automatic stay to allow it to foreclose its lien  
13                      on the collateral and to take any necessary action to obtain possession of the  
14                      collateral.
- 15           b.      Wells Fargo requests that the 14-day stay provided by FRBP 4001(a)(3) be  
16                      waived based on the following cause: debtor seeks to surrender the collateral and  
17                      the collateral may not be insured.

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I further certify that on this 19<sup>th</sup> day of December, 2024, the foregoing **MOTION FOR RELIEF FOR WELLS FARGO BANK, N.A.** was served on the following by mailing by depositing with the U.S. mail in Portland, Oregon, enclosed in a sealed envelope with first class postage prepaid. Addressed as follows:

KILMER, VOORHEES &amp; LAURICK, P.C.

/s/ James P. Laurick  
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